



# Carolina Coast

HOME INSPECTIONS GROUP, LLC



Send to: <b>Jim Glemming</b>	From:
Attention: <b>Inspection Scheduling/Filing</b>	Date:
Fax Number: <b>910 579-3754</b>	Fax Number:

**AUTHORIZED INSPECTION AGREEMENT**

*Please complete, sign, date, and return via facsimile the Agreement.*

**Client Comments:**

THIS AGREEMENT is made and entered into by and between Carolina Coast Home Inspections Group, LLC, (hereinafter referred to as "INSPECTOR") and the undersigned (hereinafter referred to as "CLIENT"), collectively referred herein as "THE PARTIES." In consideration of the promise and terms of this Agreement, THE PARTIES understand and voluntarily agree as follows:

1. The CLIENT shall pay the INSPECTOR the charges (fees) in full, in advance of or at the time of the inspection. The fees applicable are listed in the "Fees" section of INSPECTOR's web site ([www.cchig.com/fees.html](http://www.cchig.com/fees.html)). If CLIENT is married, CLIENT represents that this obligation is a family obligation incurred in the interest of the family.
2. INSPECTOR shall perform a visual inspection of the house/building and to provide CLIENT with an inspection report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. This may include, but not be limited to, the identification of any defects, possible safety issues, recommendations to upgrade or enhance, or recommend further inspection by qualified/licensed professionals (i.e., electricians, plumbers, etc.). The report is only supplementary to the seller's disclosure. At the time of inspection, any area which is not exposed to view, is concealed, or is inaccessible because of soil, snow, water, walls, floors, carpets, ceilings, furnishings, or any other thing, is not included as part of the inspection. No destructive testing or any form of dismantling will be performed. Latent and concealed defects and deficiencies are excluded from the inspection. CLIENT agrees to assume all the risk for all conditions which are concealed from view at the time of inspection. Maintenance and other items may be discussed, but they are not part of the inspection. The inspection report is not a compliance inspection or certification for past or present municipal or governmental codes or regulations of any kind.
3. INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the North Carolina Home Inspector Licensure Board. Although INSPECTOR agrees to follow North Carolina Standards of Practice, CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. The INSPECTOR is not responsible to test for compliance with applicable ordinances, statutes and covenants (HOA/POA), manufacturer specifications, building codes - or for the presence of potential dangers arising from radon gas, lead paint, asbestos, mold, mildew, urea formaldehyde, toxic or flammable chemicals, septic systems, water and airborne hazards, soil contamination, and other environmental hazards or violations. Also excluded are inspections of swimming pools, hot tubs, security systems, central vacuum systems, water softeners, sprinkler systems, lawn irrigation systems, fire and safety equipment, lightning arrestors, intercom or cable TV/satellite systems, solar heating systems, and the presence of rodents, termites and other insects. These require testing by state licensed and qualified professionals.
4. Any tests that require laboratory analysis, the testing laboratory is solely and fully responsible for the results of its tests and findings in the event CLIENT disputes any laboratory report produced by the testing laboratory.
5. If any structure or portion of any structure that is to be inspected pursuant to this Agreement is a log home, log structure or similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for INSPECTOR to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs or similar defects that are not visible by an exterior visual inspection.
6. Any inspection report provided to the CLIENT is the property of INSPECTOR and is provided to the CLIENT solely and exclusively for CLIENT's own information and may not be relied upon by any other person. CLIENT agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. CLIENT may only distribute copies of the inspection report to the seller or real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or inspection report. CLIENT agrees to indemnify, defend, and hold INSPECTOR and its agents (i.e., associate inspectors, sub-contractors, etc.) and employees harmless from any third party claims arising out of the CLIENT's unauthorized distribution of the inspection report.

7. It is understood and agreed that the INSPECTOR is not an insurer and that the inspection and report are not intended to be construed as a guarantee or warranty of the adequacy, performance, or condition of any structure, item, or systems at the house/building location. The CLIENT hereby releases and exempts INSPECTOR and its agents and employees of all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency, and for any consequential damage, property damage, or personal injury of any nature.
8. CLIENT acknowledges that the liability of INSPECTOR, the INSPECTOR and its agents and employees, for claims or damages, costs of defense or suit, attorney fees and expenses and payments arising out of or related to the INSPECTOR's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
9. Any dispute concerning the interpretation of this Agreement or arising from the inspection or inspection report, except one for inspection fee payment, shall be resolved informally between THE PARTIES or by arbitration conducted in accordance with the rules of a recognized arbitration association, except that THE PARTIES shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceedings by legal code. The prevailing party in any dispute arising out of this Agreement, the inspection, or report(s) shall be reimbursed for its attorney fees, arbitration costs, and any other costs associated with the dispute by the other party. It is agreed that should a court of competent jurisdiction determine and declare that any portion of this Agreement is void or unenforceable, the remaining provisions and portions shall remain in full force and effect. CLIENT agrees to supply INSPECTOR with the following: (a) written notification of adverse conditions within fourteen(14) days of discovery, and (b) immediate access (within two days) to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents and employees from any and all obligations or liability of any kind.
10. In the event that INSPECTOR and/or its agents or employees are found liable due to a breach of contract, breach of negligence, negligent misrepresentations, visual inspection oversights or any other theory of liability, then the liability of INSPECTOR and its agents and employees shall be limited to a sum equal to the amount of the fee paid by the CLIENT to INSPECTOR for the inspection and report. CLIENT shall have no cause of action, for any reason, against INSPECTOR, its agents or employees after thirty (30) days from the date of the inspection. Please complete the fields below. Entering your name and clicking the "Submit" button will be deemed that you have read the above Agreement, agree to its terms, and acknowledge receipt of a copy of this Agreement.

Acceptance and understanding of this Agreement are hereby acknowledged:

**CLIENT**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_ Client's Email: \_\_\_\_\_

**PROPERTY INSPECTION ADDRESS**

Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Total Inspection Fee: \$ \_\_\_\_\_